IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 3102 OF 2003.
IN
SUIT NO. 3261 OF 2003

Haresh Mehta.] .. Plaintiff

Versus

1. Jitendra V. Jain & Anr.] .. Defendants

Mr.Yadunath Chaudhari for plaintiff.

None for defendants.

CORAM: ANOOP V. MOHTA, J.

DATED: 16TH SEPTEMBER, 2005

P.C. :

1. In a Suit filed by the applicant-plaintiff, the prayers are for damages for defamation as per the particulars of claim mentioned in the Plaint. The other prayers are for interim order like injunction and restrainment from printing or publication of any article, editorial column or material similar or substantially similar to the contents and meaning of the article dated 22nd September, 2003, which is a part and parcel of the Plaint. The applicant, therefore, by this

Notice of Motion dated 8th October, 2003, prayed for ad-interim relief in terms of prayer clause (a). A supporting Affidavit to this Notice of Motion read with the contents of the Plaint justifies the ad-interim relief as prayed for.

2. By order dated 12th November, 2003, as none appeared for the defendants inspite of service, the learned Judge has granted ad-interim relief in terms of prayer clause (a) against the defendants, restraining them from publishing those articles. The plaintiff was directed to communicate this order to the defendants by all the means available. Learned counsel appearing for the plaintiff makes a statement that he has served a copy of this order on defendants by courier. The matter was on Board yesterday i.e. 15th September, 2005. None appeared for defendants. Therefore, it was adjourned for today. None appeared for defendants even today. An Affidavit of Service dated 27th November, 2003, filed by the plaintiffs through Managing Clerk of the Advocate is on the record.

3. Taking all this into account and specially the averments made in the Plaint, as well as, Affidavit in support of the Notice of Motion, apart from the fact that the ad-interim order dated 12th November, 2003,

remained undisturbed till this date and there was no application for vacation of the said ad-interim order and no one has carried the said matter in Appeal, this is a fit case to confirm the ad-interim order dated 12th November, 2003.

4. The Notice of Motion, therefore, is made absolute in terms of prayer clause (a). It is accordingly disposed of.

[ANOOP V. MOHTA, J.]

[srpasha@hc]